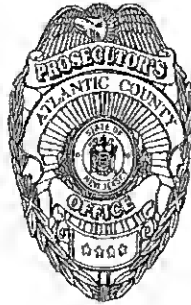


**MAINLAND PBA LOCAL 77**

**LABOR AGREEMENT**



**COUNTY OF ATLANTIC**

**AND**

**ATLANTIC COUNTY PROSECUTOR'S SUPERIOR OFFICERS ASSOCIATION**

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**JANUARY 1, 2014 through DECEMBER 31, 2020**

**P. O. BOX 27  
PLEASANTVILLE, NJ 08232**

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## **PREAMBLE**

This agreement made by and between the County of Atlantic (herein referred to as the employer) and the Atlantic County Prosecutor's Superior Officers Association, PBA Local #77 (herein referred as the Employee Organization, Association, and/or Employee), represents the complete and final understanding of all negotiable items which were or could have been the subject of negotiations between the parties.

**ARTICLE I**  
**RECOGNITION**

1.1 The County of Atlantic and the Prosecutor of Atlantic County, herein referred to as the Employer, hereby recognizes the Atlantic County Prosecutor's Office Superior Officers Association, PBA Local # 77, herein referred to as the "Association," as the sole and exclusive collective negotiating agency and representative for all Prosecutor's Office Lieutenants and Captains.

1.2 The titles listed and "employee" shall be defined to include the plural as well as the singular and to include male as well as female gender.

1.3 The Association's representative shall have access to the Prosecutor's Office offices when off duty to conduct Association business so long as such access does not interfere with normal operations. Access shall not be unreasonably denied.

## **ARTICLE II**

### **SENIORITY**

2.1 Seniority is defined as an employee's total length of service with the Prosecutor's Office beginning with the initial date of hire.

2.2 Seniority in rank is defined as an employee's total length of service with the Prosecutor's Office beginning with the date of permanent appointment to his/her current rank.

2.3 When two or more superiors are permanently promoted on the same date, seniority will be determined by the date of hire with the Prosecutor's Office. If the hire date is the same then the determination shall be by lot.

## **ARTICLE III**

### **DUES, CHECK-OFF, AND AGENCY SHOP**

#### **3.1 Dues Deduction**

3.2 The employer agrees to deduct monthly membership dues from the regularly issued paychecks of the individual members of the organization who make such request in writing. Deductions shall be made no less than monthly and shall be certified along with the remittance and list of membership to the organization's representative. The certification, list, and remittance shall be made no later than the 10th day of the month succeeding the deduction.

3.3 A notice of desire to terminate the above-mentioned deduction must be made in writing to both the employer and the Association no less than 30 days prior to the effective date of requested termination.

#### **3.4 Agency Shop**

3.5 The employer agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees, and assessments. The Association, in exchange for implementation of said agency shop, hereby agrees to hold the Employer harmless against any and all claims or suits or any other liability occurring as a result of the agency shop provision.

**ARTICLE IV**  
**WORK SCHEDULE**

4.1 The normal work schedule shall consist of forty (40) hours, Monday through Friday. A normal work schedule is defined as a period of five (5) consecutive days of work and two (2) consecutive days off. The normal shift shall be defined as and consist of eight (8) hours between 8:00AM and 5:30PM to be determined at the discretion of the Prosecutor or designee.

- a. All employees shall be entitled to a one-half (1/2) hour paid meal period.
- b. Employees shall remain alert and at the ready to respond during the meal period.

4.2 Personnel may be assigned to shifts consisting of eight (8) hours between 8:00AM and 1:00AM within any seven (7) day period. Scheduling shall be done at the discretion of the Prosecutor or his/her designee and shall be done based on operational needs. Employees subject to work a shift other than as outlined in paragraph 4.1 of this Article shall be subject to the following conditions:

- a. All employees shall be entitled to one-half (1/2) hour paid meal period.
- b. Employees shall remain alert and at the ready to respond during the meal period.

4.3 Employees shall be given forty-eight (48) hours advance notice of a shift/work change, except for exigent conditions. Work shifts/schedules consist of eight (8) hours consecutively worked during a scheduled workweek. Work shifts may not be changed from the scheduled workweek, except under exigent circumstances.

4.4 Prosecutor's Superior Officers recognize that time requirements for optimal job performance vary based on specific assignments, seasonal demands and other factors. Both parties endorse a policy of flexibility, which allows Prosecutor's Superior Officers to adjust

normal working hours, as conditions require with the coordination of their immediate supervisor.

4.5 Pursuant to the "classification" definition of titles under FLSA, statutes, standards, rules, and/or regulations, no member of the bargaining unit will be eligible for overtime compensation.

4.6 No one (1) superior officer shall be required to work and/or earn more than sixteen (16) hours flex time per week, except under exigent circumstances at the discretion of the Prosecutor or designee.

4.7 Employees who are requested or ordered to carry a wireless phone and/or pager shall be granted eight (8) days of compensatory time.



## **ARTICLE V**

### **HOLIDAYS**

5.1 There shall be thirteen paid holidays as published by the county. Employees shall receive one day's holiday pay for each holiday.

5.2 Employees who work on the holiday shall be paid as per past practice.

5.3 Holidays, which fall within an employee's scheduled vacation, shall be paid as holidays and not counted against vacation time.

5.4 If all other county employees are given the day after Thanksgiving or any other day off by declaration of the County Executive, for pay purposes it shall be considered a holiday for employees covered by this agreement.

## **ARTICLE VI**

### **PERSONAL TIME/COMPENSATORY TIME**

6.1 All employees covered by this agreement shall be entitled to 3 days administrative time annually.

6.2 Administrative/Compensatory time may be used in increments of one hour and should be scheduled in advance, if possible.

6.3 Administrative time must be used in the year it is accrued.

6.4 Compensatory time may be carried from year to year.

## ARTICLES VII

### SALARY

#### 7.1 Scale:

Effective October 1, 2015 the County and the Union agree that a two tier salary structure will be implemented:

Any employee who currently occupies the rank of either Lieutenant or Captain as well as any employee in the rank of Sergeant or promoted to the rank of Sergeant prior to October 1, 2015, who subsequently is promoted to the rank of Lieutenant and/or Captain shall be subject to the following tier one salary schedule:

Year	Lieutenant
2014	\$122,709
2015	\$125,163
2016	\$127,667
2017	\$130,220
2018	\$132,824
2019	\$135,480
2020	\$138,190

Year	Captain
2014	\$135,833
2015	\$138,550
2016	\$141,321
2017	\$144,140

2018	\$147,023
2019	\$149,963
2020	\$152,962

Any employee promoted to the rank of Sergeant on or after October 1, 2015 who then is subsequently promoted to the rank of Lieutenant and/or Captain shall be subject to the following tier two salary schedule:

Year	Lieutenant
2015	\$119,752
2016	\$122,147
2017	\$124,590
2018	\$127,082
2019	\$129,624
2020	\$132,216

Year	Captain
2015	\$129,253
2016	\$131,838
2017	\$134,475
2018	\$137,165
2019	\$139,908
2020	\$142,706

7.2 Annual salary implementation shall become effective on January 1 of each year, irrespective of an employee's anniversary date.

## ARTICLE VIII

### SICK LEAVE

- 8.1 Employees shall accrue sick leave at the rate of 15 days per year.
- 8.2 Sick leave for the year shall be pro-rated if the employee leaves the employ of the Prosecutor's Office prior to December 31 of the year.
- 8.3 Unused sick leave may be carried from year to year and accumulate until needed.
- 8.4 Sick leave may be used for the following purposes:
  - 8.5 Illness by the employee
  - 8.6 Emergency attendance upon a member of his/her immediate family requiring the presence of the employee
  - 8.7 Taking medication, which prevents the employee from performing his/her duties
- 8.8 Any employee covered under the terms of this Agreement hired into the Agency before May 22, 2010 who retires pursuant to the provisions of the P.F.R.S. or other State retirement system, except for retiring under a 'deferred retirement,' shall be paid fifty percent (50%) of accrued sick leave up to a maximum of \$22,500 gross wages.

Any officers hired into the Agency on or after May 22, 2010 (including anyone who is newly hired into the Agency as a captain, lieutenant or sergeant) shall be paid fifty percent (50%) of accrued sick leave up to a maximum of \$15,000 gross wages with eligibility for a terminal sick leave payout conditioned upon an employee meeting either of the following scenarios:

a. having at least 25 years of service credit in the State Pension Plan and at least twenty-five (25) years of full time service with Atlantic County, or

b. being at least 62 years of age and having at least fifteen (15) years of full time service with Atlantic County.

The parties understand that an employee retiring under a "deferred retirement" shall not be eligible for such pay for his or her accumulated sick leave as provided for in this section.

**ARTICLE IX**  
**LEAVES OF ABSENCE**

9.1 Service credit shall continue to accrue during paid leaves of absence.

9.2 Military Leave – Any permanent employee who is a member of the National Guard or Reserve of the military or naval forces of the United States and is required to undergo field training pursuant to N.J.A.C. 5A:2-2.3(b) or 5A:2-2.3(c) shall be granted a leave of absence, not to exceed two weeks, with pay, for the period of such training. This leave shall be in addition to annual vacation leave granted the employee.

a. In order to receive such leave, the employee must take any action required to insure that the employer receives orders, NJDMAVA Form 33 or other such documents as may contain statements identifying the military duty as mandatory and in conformance with the above-referenced statutes.

9.3 Any other leave of absence with pay for training will be in accordance with the appropriate state and federal statutes concerning it.

9.4 Family leave – The union and the County agree to abide by the County's comprehensive written Family Medical Leave Act/Family Leave Act (FMLA/FLA) policy.

9.5 Bereavement leave – An employee shall be permitted three (3) days of bereavement leave following the death of a parent, parent-in-law, sibling, spouse, child, stepchild, or grandparent.

a. In the event of the death of an employee's aunt, uncle, brother-in-law, or sister-in-law, one (1) day's bereavement leave will be granted.



**ARTICLE X**  
**VACATIONS**

- 10.1 Up to one year - 1 day per month
- 10.2 After one year and up to five years - 15 days annually
- 10.3 After five years - 20 days annually
- 10.4 After 20 years - 25 days annually
- 10.5 Vacation pay shall be paid at the employee's regular straight time rate.
- 10.6 Vacation time shall be used in no less than one (1) hour increments and employees shall complete and execute the County's Request Form for Vacation, Administrative, or Compensatory Time for purposes of compliance to all laws, statutes, rules, and/or regulations.
- 10.7 A maximum of two years vacation time may be carried over.
- 10.8 Vacation shall be scheduled in accordance with County policy. In the event of a conflict, a solution shall be determined by seniority.

**ARTICLE XI**  
**HEALTH INSURANCE AND WORKERS' COMPENSATION**

11.1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of New Jersey State Health Benefits Program.

Prescription drug coverage shall be offered to all employees and their dependents in accordance with the free standing prescription plan offered by the New Jersey State Health Benefits Program.

11.2 Employees shall comply with Chapter 78 P.L. 2011 which includes the cost share of medical and prescription plan costs. The schedule in Chapter 78 P.L. 2011 requiring employee health benefits contributions is provided herein as Appendix A. Employees shall not make plan contributions in addition to the statutorily mandated contributions noted above. **Such payments shall be withheld in equal installments throughout the year from an employee's pay checks. The County has established a Section 125 Plan so that contributions would be "pre-tax".**

11.3 The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts.

11.4 Opt-Out: The County hereby offers an insurance health benefits opt-out which will be provided in accordance with the laws, rules and regulations of the State of New Jersey

and the provisions set forth in a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement, available on Infoplease and from Human Resources.

11.5 EMPLOYEE, as used herein means a bargaining unit member who works twenty-five (25) hours or more per week. Eligible dependents, for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee's spouse and/or children under age 26. Eligible dependents for optical and dental coverage shall remain pursuant to the County's provider contracts.

11.6 All current employees who are in the bargaining unit as of October 25, 2001, who subsequently retire shall be eligible for **County paid** health benefits coverage for five (5) years after retirement commencing with the employee's retirement date. All employees who are in the bargaining unit on after October 26, 2001, who subsequently retire shall be eligible for County paid health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date.

11.7 For purposes of these contractual provisions, employees hired on or before December 31, 2008, shall be eligible for the provisions of this Article upon retirement if they have twenty-five (25) years or more of service credit in the State Pension Plan, and at least fifteen (15) years or more of full time service with Atlantic County at the time of retirement.

11.8 Employee's hired on or after January 1, 2009 shall be eligible for provisions of this Article upon retirement if they have twenty-five (25) years or more service credit in the State Pension Plan and at least twenty-five (25) years or more of full time service with Atlantic County at the time of retirement.

Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three (3) or five (5) year period of employer paid coverage as may be applicable. Retirees receiving County post-retirement health benefits shall pay a health insurance co-share in accordance with Chapter 78 P.L. 2011 including, but limited to, exemptions for "grand-fathered" employees with twenty (20) years of service or more at the time the legislation passed. Employees will be responsible for providing to the County proof of their monthly pension payment so the County can calculate a full year of pension salary. If the employee does not provide the pension information, the County will bill on the employee's salary at the time of retirement. If the employee does not continue to pay the co-share, the County will stop the free benefits.

#### 11.9 LEAVES OF ABSENCE

An employee's health benefits are protected when the employee is granted an unpaid leave of absence under any Family and Medical Leave Act. However, during this leave the employee is required to continue to pay their health benefits cost share pursuant to Chapter 78 P.L. 2011.

Any employee who is on an authorized medical leave without pay or non-paid status must continue to pay their cost share towards their health benefits in accordance with Chapter 78 P.L. 2011. After three (3) months of an approved unpaid medical leave of absence other than FMLA or FLA, employee will be responsible for paying the monthly premium costs. If payment is required, but coverage is declined by the employee, coverage will terminate effective the first day of the non-pay status after the first three (3) months. This will result in temporary suspension of benefits. Benefits are reinstated the day the employee returns to work.

#### 11.10 DISABILITY POOL

The County shall maintain the current disability program with the following changes: 1. All claims shall be submitted to an independent M.D. mutually agreed upon for evaluation and approval. 2. Employees are eligible to use the program while maintaining up to one (1) year's sick and vacation time.

#### 11.11. WORKERS' COMPENSATION

When an employee of the Atlantic County Prosecutor's Superior Officer's Association is injured on duty, he/she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

Employees disabled or injured in the course of their employment receive the difference between their regular rates of pay and disability or workers' compensation payments that they receive for a period not to exceed one (1) year.

Any employees disabled or injured on the job will be required to be examined by the County physician, or have his/her disability monitored by the County physician along with the attending physician of the injured employee. This Article shall not be construed to abrogate any rights provided to said employees by law.

#### 11.12 COBRA

The County will offer employees and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates, in certain instances where coverage under the County plan would otherwise end. This is in accordance with federal law P.L. 99-272, Title X (COBRA).

#### 11.13 MENTAL HEALTH COVERAGE

Mental Health coverage shall be in accordance with all applicable laws.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

12.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

12.2 Nothing herein will be construed as limiting the right of any employee having a grievance to discuss the matter, informally, with the appropriate supervisor or Prosecutor.

12.3 The term "grievance" as used herein means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. An individual, the Association on behalf of the individual, or a group of individuals, may raise a "grievance."

12.4 The following constitutes the sole and exclusive method for resolving grievances between parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1 - The grievance shall be submitted in writing to the immediate Supervisor within ten (10) business days of the occurrence of the grievance (or the grievant becoming aware of the grievance). The immediate Supervisor shall submit a written answer to the Association within ten (10) business days of the submission date.

STEP 2 - If the grievance is not satisfactorily adjusted at Step 1 the grievant (or Association) may appeal to the Chief of County Investigators who will review the grievance and submit his position in writing within seven (7) business days of submission to step 2.

STEP 3 -If the grievance is not satisfactorily adjusted at Step 2 the grievant (or Association) may appeal to the Prosecutor. The Prosecutor shall submit written answer to the grievance within seven (7) business days after submission to Step 3. Policy grievances affecting substantial number of employees (30% or greater) covered by this agreement may proceed directly to the Third Step.

STEP 4 - If the grievance is not settled through steps 1, 2 or 3 and only if the grievance alleges a violation of terms and conditions of this agreement, then the grievant shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) business days of the date on which the response of this representative was received or should have been received. The costs for the services of the arbitrator shall be borne by the party against whom the arbitrator decides. In the event the arbitrator reaches a decision in which both parties were found to be partially at fault, the costs will be borne equally. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

12.5 The Arbitrator shall be bound by the provisions of this agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her by those involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, alter in any way the provisions of this agreement or any amendment, or supplement thereto. The decision of the arbitrator shall be binding.

12.6 The designated Association representative(s) shall be permitted as members of the grievance committee to confer with employees and the County Prosecutor or Chief on specific grievances in accordance with the grievance procedure set forth herein during the work hours of the employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Atlantic County Prosecutor's Office or require the recall of off-duty employees.



12.7 The time limits expressed herein shall be strictly adhered. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed in the preceding, then the disposition of the grievance at the last preceding step shall be deemed conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

12.8 Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

12.9 In the event the aggrieved elects to pursue remedies available through the NJ Department of Personnel instead of the process outlined above, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) business days after the decision rendered by the Prosecutor on the grievance. In the event the grievant pursues his/her remedies through the NJ Department of Personnel, the arbitration hearing, if any, shall be canceled and the grievant or the Association shall pay the filing fees and expenses incurred thereby.

## **ARTICLE XIII**

### **TRAINING AND SECURITY**

13.1 The employer shall provide adequate training and in-service training for each employee.

13.2 All personnel shall receive regular in-service training.

13.3 Employees who take training directly related to their assignment shall be eligible for reimbursement or course payment up to 100% provided that the training or course was approved in advance by the Prosecutor (in writing) and they successfully complete the entire training program or course as detailed in their request.

## **ARTICLE XIV**

### **FRINGE BENEFITS**

#### **Legal Representation**

14.1 It is agreed that the Employer will provided counsel at its expense for the defense of unit employees in criminal actions brought against them arising out of and directly related to the lawful exercise of police powers in furtherance of their official duties, to the extent the Employer is permitted by law to provide this representation.

14.2 Further, it is agreed that any unit employee charged with a criminal offense including disorderly persons offenses, may retain counsel of his/her choice for the purpose of such representation. However, said counsel shall not enter an appearance on behalf of the employee without first obtaining written authorization from the County Counsel or his designee. The Employer shall not disapprove counsel for the employee for any reason other than lack of agreement on the cost of representation, or legal conflict of interest. Written authorization shall not be required for counsel to represent employees in emergent or preliminary proceedings, including but not limited to custodial interrogations, initial court appearance, and bail hearings where it is impractical to obtain written authorization from the County Counsel or his/her designee.

14.3 As soon as practical, counsel shall provide the County Counsel or his/her designee with a detailed statement of anticipated services, the hourly billing rate to be applied, the total anticipated expenditure of time for the case, and the anticipated charge. This statement shall be submitted in writing and shall be signed by the attorney. The County Counsel shall review this statement and, if acceptable, shall return an approved copy to counsel with authorization to provide representation. If events or circumstances of an unforeseen nature appear, counsel shall submit a revised statement of anticipated services and costs for approval by County Counsel.

14.4 Hourly rates of over \$85.00 per hour will not be approved unless, in the judgment of the County Counsel, special circumstances unique to the case exist which warrant a greater fee, including but not limited to the complexity of the issues and the need for specialized trial experience. Total billings in excess of \$600.00 will not be approved for municipal court matters (in the absence of special or unique circumstances attendant to the case). In the event an appeal is taken to Superior Court from a municipal court judgment of conviction, fees in excess of \$800.00 will not be approved (in the absence of special or unique circumstances attendant to the case).

14.5 Payment for services rendered will be made at the conclusion of the litigation upon submission of a copy of the judgment of the court and an itemized bill, broken down in segments not greater than quarter-hours, for all services rendered. The Employer reserves the right to decline payment for any services, which are not sufficiently documented or deemed to be unreasonable in relation to the filed statement of anticipated services. In the event that a unit employee is convicted, payment will not be made to counsel unless and until said conviction is reversed on appeal. In the event that a unit employee is convicted of a criminal offense, and that conviction is either not appealed or affirmed, the Employer shall not be responsible for any cost of defense.

14.6 In the event a dispute should arise concerning the appropriate hourly rate or fee in a particular case, either party may submit the dispute to the appropriate bar association fee arbitration committee, whose decision shall be final and binding.

14.7 Civil Representation - The County will defend and indemnify all members of PBA #77 from civil claims arising from their employment, including professional liability claims, to the extent permitted by law. Members of PBA #77 agree to cooperate in the defense of any such claims.

14.8 Personnel Files - Any employee, upon written request, shall have the right to review his/her own personnel file, including the psychological evaluation, in the presence of a

representative of the Employer. Such review will be scheduled at the mutual convenience of the employee and management.

14.9 Employees shall be accorded all rights set forth in statute.

14.10 The county agrees to grant time off, to a maximum of five work days per year, without loss of regular straight time pay to the association representative(or appointed alternative) for the purpose of attending regularly scheduled meetings of the Policemen's Benevolent Association, provided that at least forty-eight (48) hours written notice is given to the employer.

14.11 An employee has the right, on his/her own time, to access the County and/or Prosecutor's official personnel file kept for the employee. Access to other files may be provided in accordance with the established S.O.P. The employer shall permit the employee to respond in writing to any document in his/her file, within one (1) month of the employee being notified of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide the employee a copy of any document or instrument contained in said files upon request of the employee (this shall be at the employee's cost if the amount of copies exceeds 10). No unsigned document or instrument (except for regular employment records which, by their nature, require no signature), nor any document or instrument of unknown or questionable origin shall be used against any employee in a disciplinary matter.

## **ARTICLE XV**

### **MANAGEMENT'S RIGHTS**

15.1 It is the right of the Prosecutor to determine the standards for the selection of employees according to NJ Department of Personnel rules and regulations.

15.2 To direct employees.

15.3 To maintain the efficiency of operations.

15.4 To take all necessary actions to carry out the agencies responsibilities in emergencies.

15.5 Emergencies to be construed as acts of God and/or acts or incidents beyond the control of any person or agency, for example; riots, fires, vehicular accidents, etc..

15.6 To exercise complete control and discretion over the organization and the technology of performing the work.

15.7 To develop and assign all work schedules pursuant to the terms of this agreement.

15.8 It is understood and agreed that the Prosecutor, in his sound discretion, possesses the right in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property under the control of the Prosecutor, except as limited by this agreement.

15.9 Matters of inherent managerial policy are reserved exclusively to the Prosecutor. These include, but shall not be limited to, such areas of discretion in policy as the functions and programs of the employer, including but not limited to standards of service, the overall budget, utilization of technology, the organization structure, and selection and utilization of personnel.

15.10 The listing of specific rights in this article is not intended to nor shall be considered restrictive or a waiver of any rights of the management not listed herein.

## ARTICLE XVI

### SEPARABILITY AND SAVINGS

16.1 If any provision of this agreement or any application of this agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by the decision of any court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative. However all other provisions and applications contained herein shall continue in full force/effect, and shall not be affected thereby.

16.2 Nothing contained herein shall be construed as denying or restricting any employee's rights available under any other applicable laws and regulations.

16.3 The provisions of this agreement shall be subject to and subordinate to state law, but nothing contained herein shall be deemed to subordinate this contract to county ordinances.

16.4 Except as otherwise provided in this agreement, the failure to enforce any provision of this agreement shall not be deemed a waiver thereof. This agreement is not intended and shall not be construed as a waiver of any right or benefit to which the parties herein are entitled by law.

16.5 Any changes or modifications in negotiable terms and conditions of employment shall be made only after negotiation with the Association. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.

16.6 Changes mandated by State or Federal laws shall control the parties where appropriate.



## **ARTICLE XVII**

### **FULLY BARGAINED AGREEMENT**

17.1 Both parties agree that this agreement represents all appropriate bargained issues. This agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process.

17.2 This agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all negotiable issues, with the exception of those issues which are subject to the re-opening of this agreement as specifically provided for within the terms and conditions of this agreement, or those issues which may or could arise at a later date during the life of this agreement which parties recognize, by mutual consent, should or must be made a part of this agreement.

## **ARTICLE XVIII**

### **PRORATION AND RETROACTIVITY OF PAYMENTS**

18.1 During the initial year of service in the bargaining unit, employees having entitlements shall receive pro-rated payment for allowances, stipends, and reimbursements. Proration shall commence with the date of entry into the unit and end on December 31 of the year of entry.

18.2 Any unit employee assigned duties in a higher rank shall be paid at the higher rate after six (6) consecutive months of service without retroactive compensation.

18.3 Retroactive payments of any kind, including salary increase, will not be made for those employees who separate from employment prior to the date on which payment is issued. The preceding sentence does not apply to employees who retire during the life of this Agreement, as defined in Article XI § 11.7 and 11.8.

## **ARTICLE XIX**

### **DURATION**

This agreement shall be in full force and effect as of January 1, 2014, and shall remain in effect to and including December 31, 2020. The parties shall commence negotiations toward a successor agreement no later than September 1, 2020. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the parties.

BY THIS AGREEMENT, the parties state the intent and in witness whereof, the parties hereto have set their hands on the 30th day of July 2015.

ATLANTIC COUNTY PROSECUTOR'S OFFICE

By: [Signature]  
James P. McClain, County Prosecutor

COUNTY OF ATLANTIC

By: [Signature]  
Dennis Levinson, County Executive

By: [Signature] 7/30/15  
James F. Ferguson, County Counsel

MAINLAND PBA LOCAL NO. 77-ATLANTIC COUNTY PROSECUTORS SUPERIOR OFFICERS UNIT

By: [Signature] 7-22-15  
Reynold Theriault, President PBA Local No. 77

By: [Signature] 7.27.15  
Bruce K. DeShields, SOA Shop Steward

*PBA #77 Negotiations Committee:*

*HEATHER MCMANUS*

*PATRICK SNYDER*

### Certification

I declare to the best of my knowledge and belief that the attached documents(s) are true electronic copies of the executed collective negotiations agreement(s).

Name James F. Ferguson

Title County Counsel